

APPENDIX.

The agreement is to be found on pages 43 and 44 of the transcript, and is as follows:

“St. Louis, Mo., May 12, 1909.

“Mrs. Corrine Tilles,

“In view of the fact that I have instituted a suit for divorce against you, and in order to avoid any adjudication by the Court of alimony in said case, **in the event** the Court should hold on the trial that I am entitled to such divorce, and in order to discharge my duty in the matter of providing you with means of support and proper maintenance: I hereby state that **if** the Court shall decree upon the hearing and trial of said cause, that I am entitled to such divorce, then I will in lieu and stead of permitting any judgment or decree for alimony against me, pay and secure to you the sum of Four Hundred Dollars (\$400.00) per month, during your natural life, and in the event that your mother should survive you, then to her the sum of One Hundred Dollars (\$100.00) per month, during her natural life. That to secure these payments, I will pledge stock in The New Memphis Jockey Club of par value of \$25,000 and also in the Douglas Park Jockey Club, of the par value of \$50,000; and also stock in the Detroit Racing Association, of the par value of \$40,000; and also stock in the Latonia Agricultural Association, of the par value of \$12,500; upon the express condition, however, that I shall have the option at any time during my life, of paying \$100,000.00 in cash to you, and being thereby released from any and all obligations and undertakings herein and hereby mentioned and set forth, or in case of my failure to exercise such option, and in case of my death leaving you surviving, then my executor shall pay to you the sum of \$100,000.00 and shall thereby be released, and my estate and heirs and representatives be released

from any and all covenants herein proposed, undertaken or assumed.

“I hereby expressly reserve the right, at any time during the existence of this agreement herein proposed, to sell any or all of the stock herein described or which may be pledged to secure such agreement, upon condition, that I shall substitute for such stocks, and pledge in the same manner, other stock, bonds or securities of equivalent value to that to be withdrawn.

“I make this proposition and agreement solely in consideration of my marital duty, and to adjust any matter of alimony, and prevent the consideration of said matter of alimony by the Court in which my suit is pending, **in case** it should hold I am entitled to a decree for divorce.

“This 12th day of May, 1909.

(Signed) C. A. Tilles.

Accepted:

(Signed) Mrs. C. A. Tilles.”

